

COMMUNITY PLANNING AGREEMENT
BETWEEN LEE COUNTY AND LEHIGH ACRES
COMMUNITY PLANNING CORPORATION

RECITALS

- A. The Board of County Commissioners recognizes that unincorporated Lee County consists of many diverse communities with various visions on how their community should develop.
- B. The residents of the Lehigh Acres community have expressed a desire to prepare a community plan to propose goals, objectives, and policies applicable to the Lehigh Acres community that may ultimately be incorporated into the Lee Plan.
- C. The Lehigh Acres Community Planning Corporation has approached the County requesting planning funds to be used for expenditures incurred to prepare and submit a community plan for the Lehigh Acres community.
- D. Lee County Administrative Code 13-3 requires communities who seek planning funds from the County to enter into a contract to govern the disbursement and use of public money on the community planning effort.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Geographic Area. This agreement pertains to the area known as the Lehigh Acres Planning Community.

The geographic area has been illustrated in Exhibit A hereto.

2. Deliverables. The Lehigh Acres Community Planning Corporation (the "Panel") is responsible for the preparation of a community plan, including suggested goals, objectives, and policies applicable to the area described in paragraph 1 above. The intent of the parties is that the County may ultimately incorporate the proposed goals, objectives, and policies into the Lee County Comprehensive Land Use Plan. The parties agree that the draft community plan will include data and analysis to support recommended goals, policies, and objectives for consideration by Lee County Planning Division staff.

3. Eligibility for Public Funds. The parties agree that Lee County will provide the Panel with up to \$25,000 in planning funds that will be used solely for expenditures incurred by the Panel in the preparation and submission of a community plan. Total disbursements from the County will not exceed \$25,000.

4. Applicability of Lee County Administrative Code. The parties agree that the community planning effort will be governed by the regulations set forth in Lee County Administrative Code 13-3 entitled "Administrative Procedures Governing Community Planning Efforts Receiving Financial Support From the BOCC." Lee County Administrative Code 13-3 is attached hereto as Exhibit B.

5. Applicability of Florida's Public Records and Open Meetings Laws.

A. Open Government

1. The parties agree that the community planning effort is subject to Florida laws on Open Government. Accordingly, all meetings of the Panel and its subcommittees will be open to the public. Moreover, the Panel will provide an adequate opportunity for public participation in the Lehigh Acres community planning effort. In addition, the Panel will encourage and allow the participation of residents, property owners, the school district, and other interested parties at all meetings and workshops on the community planning effort.
2. The Panel will provide reasonable notice of all meetings pertaining to the community planning effort.
3. Notification of meetings and workshops will include the posting of meeting date, time, and location of the meeting/workshop in accordance with Section 5, Lee County Administrative Code 13-3.
4. The parties agree that subcommittees consisting of members of the Panel and other community members may meet for the purpose of information gathering, information sharing, and the exploration of common concerns. Subcommittee meetings are also required to be publicly noticed. Common concerns explored by the subcommittees must be presented to the full community Panel during a properly noticed

public meeting consistent with Section 5 of Lee County Administrative Code 13-3.

5. The Panel must maintain minutes of its meetings in accordance with Section 5, Lee County Administrative Code 13-3.

B. Public Records

All records created in connection with the community planning effort must be retained by the Panel for three years following the date of submission of a completed comprehensive plan amendment application. The records will be considered public records as defined by Chapter 119, Florida Statutes.

6. Record Keeping. The Panel must retain all financial, supporting documentation, and other records necessary to document the community planning effort and expenditures during the term of this agreement. If any litigation, claim, negotiation, audit, or other action involving the records are initiated prior to the expiration of a three-year period, the records must be retained for an additional one year after the final resolution of the action and final resolution of all issues that arise from the action.

7. Assurance, certification, and compliance. The Panel agrees that:

- A. It will comply with Chapter 760, Florida Statutes, and Lee County Ordinance 00-18 that prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability, or marital status.
- B. Products or materials purchased with public funds will be procured in accordance with the provisions of 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- C. It will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- D. It will notify Lee County of any significant change in the organization of the Panel.

8. Disbursement of Public Funds.

- A. Lee County will disburse up to \$25,000 to the Lehigh Acres Community Planning Panel during the term of this agreement, subject to the provisions pertaining to return of funds and suspension and termination of the agreement. (See paragraph 11.) The Panel agrees to spend the public funds only on items set forth in the scope of work and schedule of deliverables set forth in paragraph 2. The County will disburse money upon the receipt and approval of a completed payment request report. Disbursements may be made in installments based on the completion of items contemplated in the deliverables. The payment request report must include documents to support the expenditures. If the Panel fails to submit a payment request report, disbursements will be delayed until the receipt of a report. The County reserves the right to approve or disapprove payment requests.

Copies of supporting documentation must be attached to the payment request report. The County may require additional supporting documentation before agreeing to disburse money.

- B. Unsupported/unallowable costs. The County has the option to defer payment to the Panel during the period of a County audit or monitoring due to questionable items. If, as a result of the audit or monitoring, unallowable or unsupported costs are found, no further disbursements will be made until the full amount of overpayment is remitted to Lee County or the County accepts a repayment agreement.

9. Audits, Monitoring, and Records.

- A. Monitoring. The Panel agrees to permit County employees to inspect records, papers, and documents to be assured of satisfactory performance with the terms and conditions of this agreement. The monitoring is a limited scope of review and does not relieve the Panel of its obligation to manage the public monies disbursed by the County in accordance with Lee County Administrative Code 13-3 and sound management practices.

Following this monitoring, the County may deliver to the Panel a written report regarding the status of compliance with the terms and conditions of the

agreement. The Panel must rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the County with a reasonable and acceptable justification for not correcting the noted shortcomings. The Panel's failure to correct or justify the deficiencies within the time specified by the County may result in the withholding of future disbursements or termination of the agreement.

B. Audit and Inspections. The Panel will make all records and items included on financial statements available for audit or inspection purposes during normal business hours and as often as County deems necessary. The Clerk of Courts internal audit division and Lee County have the right of timely and unrestricted access to books, documents, papers, and other records of the Panel that are pertinent to the agreement in order to make audits, examinations, excerpts, transcripts, and copies of those documents.

10. Risk Management. The Panel will defend, hold harmless, and indemnify the County from and against all liability, loss, claims, damages, costs, attorneys fees, and expenses that the County may sustain, incur, or be required to pay either by reason of the loss of or improper use of money disbursed or to be disbursed hereunder including, but not limited to, fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Panel, or by reason of the intentional or negligent act of the Panel or its agents, representatives, or employees.

11. Suspension/Termination. The County reserves the right to suspend the disbursement of money for failure to comply with this agreement. The County may cancel this agreement by giving 24 hours written notice to the Panel by certified mail following a determination by the Board of County Commissioners that the cancellation is in the best interest of the people of Lee County. Neither party will have further obligations under this agreement as of the date of cancellation unless specified otherwise in the termination notice. The Board may cancel this agreement by giving 72 hours prior written notice to the County by certified mail. The County's obligation to make further disbursements under this agreement will cease as of the effective date of termination.

12. Reports.

- A. The Panel agrees to prepare a report outlining the progress of the Lehigh Acres community planning effort and deliver the report to the County with each request for disbursement of funds.
- B. A closeout report is due 60 days after the termination of the agreement or upon the submission of a completed community plan in the form of a comprehensive plan amendment application.
- C. If the required reports are not sent to the County or not completed in a manner acceptable to the County, the County may withhold further disbursements until the reports are completed.

13. Duration of agreement. Parties agree that the Panel will deliver a proposed community plan for consideration by the Lee County Planning Division no later than December 2005 unless this agreement is terminated beforehand as specified in Paragraph 12.

14. Notice. The parties agree all notices provided under or pursuant to this agreement will be in writing either by hand delivery or first class certified mail, return receipt requested, to the representative identified below and at the address set forth below. The name and address of the County representative is: Paul O'Connor, Director, Planning Division, Department of Community Development, 1500 Monroe Street, P. O. Box 398, Fort Myers, Florida 33902-0398. The name and address of the representative of the Lehigh Acres Community Planning Corporation responsible for the administration of this agreement is: Jim Fleming, 536 Whispering Wind Bend, Lehigh Acres, FL 33936. In the event different representatives or addresses are designated by either party after the execution of this agreement, notice of the new information will be provided in accordance with this section.

15. Applicable Law. This agreement will be construed under the laws of the State of Florida and the venue for any actions arising out of this agreement will lie in Lee County.

In witness thereof, Lee County and the Lehigh Acres Community Planning Corporation have executed this agreement:

Attest: Clerk of Court

Lee County

By: _____

By: _____

Deputy Clerk

Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

Donna Marie Collins
Assistant County Attorney

Lehigh Acres Community Planning
Corporation, A Florida Not-for-Profit
Corporation

By: _____
Jim Fleming, President

Date: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ by
(date)
Jim Fleming, President of the Lehigh Acres Community Planning Corporation,
a Florida Not-for-Profit corporation, on behalf of the corporation. He is personally known
to me or has produced _____ as identification.
(type of identification)

(Signature of person taking acknowledgment)

(Name typed, printed, or stamped)

(Title or Rank)

(Serial Number, if any)

Exhibits:

- A: Map of Geographic Areas subject to the Community Planning effort
- B: Lee County Administrative Code 13-3